

TOWN HALL 3 EAST MAIN ROAD PERU, MA 01235

SELECT BOARD MEETING MINUTES: April 1, 2024, 6:00 P.M.

Town Hall Meeting Room

Verne Leach, Chair Selectman/ACO
Doug Haskins, Selectman/Finance Committee
Ed Munch, Selectman
Terry Walker, Town Administrator
Justin Russell, Highway Superintendent
Bruce Cullett, Police Chief
James Kenney, Cemetery Commission
Bonny DiTomasso, School Committee/Shine Counselor

Public Attendees: Sam Haupt

Item 1: Call to order: 6:00 P.M.

Item 2: Roll Call: Chairman Leach present, Selectman Haskins present, Selectman Munch present

Item 3: State Recording status: N/A

Item 4: Pledge of Allegiance to the Flag: Led by Selectman Leach

Item 5: Review and Approve BOS Meeting Minutes for 3/18/2024 & 8/24/2023 Finance Committee/Board of Selectmen Joint meeting:

Selectman Leach motion to approve 3/18/2024 minutes pending changes, Selectman Munch second, 2-0 Selectman Haskins recused himself he was not in attendance.

Selectman Leach motion to place 8/24/2023 minutes from joint Fin Com and BOS meeting on hold, Selectman Munch second, 3-0.

Item 6: Update of Departments:

Police Chief Cullett mentioned:

- The hearing with Verizon in Small Claims court will be held on April 24, 2024 at 10:00 a.m.
- Police Chief Cullett will be attending a 40-hour training for crisis intervention. This training is funded by a grant from the Department of Mental Health.

Highway Superintendent Russell mentioned:

- Chapter 90 paving bids will be posted by April 17th, bids will be opened on May 2nd and the notice of award will be on May 6th.
- Quote for sandblasting and painting 2019 International is \$7,958.00
- Quote for sandblasting, painting frame and dump body on Ford 550 is \$6,992.30

Jim Kenney mentioned the time capsule that he ordered was not shipped because the company needed the money upfront. The town's practice is to receive an invoice before check is issued. Mr. Kenney mentioned that the time capsule needs to be paid for with a credit card. Selectmen Leach instructed Mr. Kenney to get a definite dollar amount from the company and the BOS will approve the time capsule charge on the town credit card.

Sam Haupt mentioned the Woodlands Partnership Implementation Grant that is due by May 9, 2024. The grant is for \$25,000 and he would like to discuss possibilities to utilize funds. Sam mentioned the grant could be used for an ATV which would be utilized by the police, fire and highway departments. Sam also mentioned working with DCR to improve road access to recreational areas in town. The ATV would have a backboard to help rescue people with injuries in areas that a vehicle cannot access. Selectman Leach motion for TA Walker to write the Woodlands Implementation Grant for an ATV, Selectman Haskins second, 3-0.

Bonny DiTomasso -School Committee member mentioned a school committee meeting on Tuesday, April 16th at 2:00 p.m. Bonny mentioned that this in an informational meeting for the district to explore ways to address the cost for vocational transportation for all 7 towns. Selectman Munch mentioned he may be able to attend along with Bonny DiTomasso. TA Walker will check her schedule and she may be attending as well. Bonny DiTomasso mentioned that the Town of Peru has 2 Schools listed as preferred schools. Selectman Leach motion for TA Walker to notify Greg Boino that Smith Vocational School is the only preferred school, Selectman Munch second, 3-0.

Bonnie DiTomasso-Shine Counsellor mentioned that Medicare Part B applications are not getting to all the townspeople because they do not have internet access. Selectman Munch offered to hand out copies at the transfer station. Also, Bonny mentioned that the farmers market coupons are not getting out to all in need. Bonny asked for ways to notify the elderly about farmers market coupons.

TA Walker mentioned the following:

- At the last Finance Committee meeting on March 27th, the Fin Com requested a joint meeting with the BOS on Monday, April 8th. Selectman Leach felt that this is not ample notice. The BOS also agreed that after the Fin Com reviews budget requests then they can present them to the BOS at a joint meeting.
- TA Walker and Highway Superintendent Russell are working on a \$1,000,000 MassWorks grant and they submitted two Expression of Interests: one EOI for Middlefield Road and the second EOI for Sunrise Village. This is the first step in applying for the MassWorks Grant.
- All utility invoices were submitted to Patrick Mahoney from Guardian Energy to assist with the energy audit. This will assist with utilizing the Green Communities Grant incentives.
- Town Clerk Leach will compile and print the Annual Report. The Annual Report will be printed in-house, which is more cost effective. Town Clerk Leach has proposed a fee of \$1,000.00. Selectman Haskins motion to hire Kim Leach at \$1,000.00, Selectman Munch second, 2-0. Selectman Leach recused himself.

Item 7: Discussion on Community Compact IT Grant with Sam Haupt: This item was in error and not discussed.

Item 8: Discussion and possible vote on wording for Article for approval of the Amended Regional Agreement: Selectman Munch motion to approve wording for the article for approval of the Amended Regional Agreement, Selectman Haskins second, 3-0.

Item 9: Discussion and possible vote on Guardian Energy's Weatherization and HVAC proposals for the File Server/Police Office, DPW Garage and Fire Station: Guardian Energy Management Solutions completed a project summary which included the first step in weatherization for the town hall, police department, highway department and fire house which would cost \$38,567 with an incentive of \$5,333 with a net cost of \$33,234.00. It was noted that the proposed improvements will result in a total of \$1,439.00 in energy cost reduction. The police file server \$46,016, highway dept server \$18,181 which would keep the computers working properly. Selectman Munch asked if the town had ample funds to complete these projects. The Green Communities grant has around \$120,000 remaining in the grant funding. The town must pay the prevailing wage, but the town does not have to procure the project. Selectman Munch is in favor of Guardian's proposal because it will save on utility bills, Selectman Haskins is also in favor, Selectman Leach is in favor because of the problems with the servers. Selectman Leach motion for TA Walker to go forward with the building improvement contract, Selectman Haskin's second, 3-0.

Item 10: Review and discuss letters of interest for Town Hall Building Committee members: The BOS received 4 candidates with letters of interest for the Town Hall building committee: Ruth Calaycay, Jay Jewell, Justin Russell and Bruce Cullett. Selectman Leach mentioned that these are 4 very good candidates. Selectman Haskins also volunteered. Selectman Munch mentioned that the next step is to get appointment letters, then the 5 candidates will be appointed by the BOS and then sworn in by the Town Clerk.

Item 11: Public Input: Bonny DiTomasso mentioned that the Annual Town Meeting should not be held in the basement of the town hall because of the mold issue and wondered if the BOS had an alternate place to hold the ATM. The BOS mentioned that the ATM will be held at the fire house because of the mold situation. The cleaning company cleaned the basement. Unfortunately, the crawl space is open to the rest of the basement and the mold is escaping from the crawl space. Selectman Munch mentioned that the basement should be closed off to everyone and this mold issue should be taken care of. Selectman Leach reiterated that the board is aware of the mold issue. Chief Cullett stated that it doesn't make sense to leave the door open and the areas with mold should be sealed off. Selectman Leach mentioned that they cannot rent the basement because the board is aware of the mold issue.

Selectman Leach mentioned that the Open meeting Law complaint will be addressed at the next BOS meeting. Selectman Leach stated that the time limit had run out and he had to send the response.

Police Chief Cullett felt that it is an important role for the Town Administrator to complete the agendas for the Board of Selectmen's meetings. Selectman Munch reiterated that he wants TA Walker to prepare the agendas. Selectman Leach mentioned that it is the sole responsibility of the Chairman of the Board of Selectmen to complete the agendas. Selectman Munch wanted to know what MGL states that. Selectman Leach told Selectman Munch to check with the Attorney General.

Item 12: Review and approve Accounts Payable, Treasury Warrant and Payroll Warrant: V20-2024, 24-20P.

Item 13: Adjourn: Selectman Leach made motion to adjourn the 4/1/2024 BOS Meeting, Selectman Munch second, Vote 3-0. The 4/1/2024 BOS Meeting adjourned at 7:53 P.M.

Articles used:

Warrant: V20-2024, 24-20P
Letters of Interest for the Town Building Committee
Guardian contract
Amended Regional Agreement ATM article
Town Clerk Leach proposal to complete Annual Report
National Alliance on Mental Health training

Terry Walker
Town Administrator

Verne Leach, Chairman



Doug Haskins, Selectman

Ed Munch, Selectman



Date Approved: 4-17-24

Received April 17, 2024. Kim Leach, Town Clerk

Town Administrator

From: Peru Library <perulibrary@gmail.com>
Sent: Saturday, March 23, 2024 11:35 AM
To: Town Administrator
Cc: George Greule; Kathleen Borden; kmoose143@aol.com
Subject: [External Sender]Letter of Interest / Building Committee

Attn: Board of Selectmen, Town of Peru
From: Ruth Calaycay / Director, Peru Library

This is to express Peru Library's interest in taking part in the new Building Committee to study and assess future needs for a new Town Hall / Community Center Building, and to examine the feasibility of bringing Peru Library into a new Town-owned structure.

Library director Ruth Calaycay would like to join the committee to offer information on the Library, and to facilitate coordination, as needed, with the MBLC / Massachusetts Board of Library Commissioners, regarding grants through the MPLCP / Massachusetts Public Library Construction Program.

Thank you for your attention. Please let me know if you need any additional information.

Best regards,
Ruth Calaycay

Town Administrator

From: Jj <gmcm11@live.com>
Sent: Monday, March 11, 2024 6:42 PM
To: Town Administrator
Subject: [External Sender]Committee

Hello

Sorry about the last email.

I would like to be on the committee for the town hall

Thanks Jay Jewell

413 329 9959

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Town Administrator

From: Bruce Cullett <cullettb@gmail.com>
Sent: Monday, March 11, 2024 1:38 PM
To: Town Administrator
Subject: [External Sender]Building Committee

Terry,

I am writing to express interest in serving on the Building Committee as described in the posting on the Town's website. My background includes over 30 years experience in the construction industry (both commercial and residential) and I currently hold an unrestricted Massachusetts Construction Supervisor License (CSL).

I look forward to being able to assist the Town with this endeavor.

Sincerely,
Bruce W. Cullett
64 East Main Road
Peru, MA 01235

Town Administrator

From: Highway Department
Sent: Monday, March 11, 2024 5:28 PM
To: Town Administrator
Subject: Building Committee

Hi Terry,

I'd like to be considered for the building committee that Bruce is putting together. I'm always pulled into projects anyway and I think I could be helpful to get a study organized.

Thank you

Justin
[Get Outlook for iOS](#)



ORDER FORM ACCEPTANCE

Payment Terms & Schedule: All invoices are payable Net 30. Outstanding balances are subject to a 1.5% late fee per month. All pricing is valid for 30 days from the date of this proposal.

Total Project Cost: \$ 38,567

Invoice #1: \$ 19,283.50- Guardian will submit an invoice for this amount upon executed contract.

Invoice #2: \$ 19,283.50- Guardian will submit an invoice for this amount upon substantial completion of the project.

Incentive: \$ 5,333 – The estimated utility incentive(s)* will be paid directly to Guardian upon project completion. This will offset the amount due by the customer to Guardian.

*Project Pricing & Utility Incentives: Guardian has made its best attempt to provide the most accurate financial information or your review and approval. Please note that utility incentives may be estimates, and may change the final amount due, as well as impact other information provided in this proposal if they change in any way. As part of the project scope, Guardian will submit the necessary utility applications on your behalf. A letter from the utility will be sent to you to confirm the approved incentive amount. Should this amount not match the estimated totals shown, Guardian will revise the financial details and payment schedule to reflect the actual approved incentive amount.

By signing below, you are agreeing to contract with Guardian Energy Management Solutions on this project. You have reviewed and agree to Guardian's Standard Terms and Conditions. Any changes to pricing or scope of work must be made in writing and agreed to by both parties.

Terry L. Walker Town Administrator
Printed Name Title

Terry L. Walker 4-8-2024
Signature Date

Customer Billing Information: Please provide your billing contact information below. All invoices will be emailed to the contact listed below.

Customer Name: Town of Peru

Address: 3 East Main Road

City: Peru State: MA ZIP: 01235

Billing Contact: Terry L Walker Phone: 413-329-4185
413-655-8312 x1

Email: Townadmin@townofperu.ma.com



GUARDIAN ENERGY MANAGEMENT SOLUTIONS, LLC'S STANDARD TERMS AND CONDITIONS. THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ CAREFULLY. THESE TERMS & CONDITIONS INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

Scope of Work: Customer has retained Guardian Energy Management Solutions, LLC (hereinafter "Guardian") to provide energy efficiency solutions for customer. Customer has hired Guardian to perform the energy efficient project, identified in the Project Order Form (including any attached documents). The Project Scope of Work together with Guardian Energy Management Solutions, LLC's Standard Terms, and Conditions define the scope of work to be performed under this Agreement, (hereinafter "Project"). Any Terms and Conditions or other writings referenced, appended to and/or incorporated in any Purchase Order or Customer authorization to perform work shall not be integrated into this Agreement and are expressly waived.

Customer Warranties: Customer warrants that he/she/it owns or leases the real property at which the Project is being performed and has authority to allow Guardian to make alterations to the property appropriate for the work necessary to perform the Project, which may include without limitation drilling holes and installing hardware for use in the installation of the Project. Unless specifically identified in the Project Scope of Work, any painting or patching following the installation of equipment will be performed by Customer.

Customer warrants and affirms that it has conducted all necessary due diligence and that Customer has satisfied all formal procurement rules, regulations or laws required to enter into this Agreement with Guardian. Customer warrants and affirms that Customer has authority to bind Customer to this Agreement and Customer acknowledges that Guardian is relying upon Customer's representations as to its authority to enter this Agreement.

Customer acknowledges that upon receipt of a signed Order Form, Guardian may order goods, materials, and equipment for the Project. In the event that the Project is cancelled through no fault of Guardian, such goods, materials and equipment ordered for the Project may be subject to shipping charges and/or restocking charges. Customer agrees to pay for such charges. If any goods, materials, and equipment for the Project are special order or non-stock items such that the goods, materials, and equipment cannot be returned, Customer shall pay for all such non-returnable goods, materials, and equipment. Upon payment, Customer may take possession of such non-returnable goods, materials and equipment with Customer bearing the cost of delivery of such non-returnable goods, materials, and equipment to Customer.

Permitting and Prevailing Wage: Guardian is responsible to obtain and pay for any required permitting, as applicable to the Project. Guardian will provide licensed trades people, paid at Prevailing Wage Rates, as applicable, materials and equipment necessary to perform the Project. Guardian is not responsible for repairs or alteration of Customer property or equipment beyond that defined in the Energy Efficiency Project Scope of Work.

Payment Terms: All invoices are payable with Net30 payment terms, unless otherwise defined in the Project Scope of Work. A monthly fee of 1.5% will be assessed against past due amounts after Net30 days. Prior to commencement of any work, Customer shall provide Guardian with Tax Exempt forms, if applicable.

Working Hours: Work to perform the Project shall occur within typical working hours (6:00 a.m. - 6:00 p.m., Monday through Friday). In the event, Customer requires work to be performed during other time periods, Customer may incur addition charges, unless otherwise explicitly defined in the Energy Efficiency Project Order Form. Delays in Project completion beyond the control of Guardian may result in modifications to the Project schedule, Project scope, or Project price. Guardian will provide a broom clean construction site, during and upon completion of the Project.

Site Access: Customer is responsible to provide unimpeded site access, as well as unobstructed access to all areas necessary to perform the Project. Delays caused by obstructed access to work areas, may result in additional costs to customer.

Delays: Guardian shall not be liable for any delay in the performance of the work under this Agreement resulting from or attributable to acts or circumstances beyond Guardian's control, including, but not limited to, acts of God or the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Guardian is delayed in manufacturing, shipping, delivery, or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Guardian, Guardian agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Guardian shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Guardian under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Guardian shall be excused from furnishing said materials or equipment.

Termination for Convenience: In the event Customer terminates this Agreement through no fault of Guardian or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Guardian for all material furnished, ordered, or manufactured, labor performed, and services provided up to the date of termination, all out of pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.



Customer Termination for Guardian Default: Customer shall have the right to terminate this Agreement for Guardian's default provided Guardian fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Guardian shall have free access to enter Customer locations to disconnect and remove any and all Guardian-owned parts, tools, and personal property. Additionally, Customer agrees to pay Guardian for all incurred but unamortized service costs performed by Guardian including overhead and a reasonable profit.

Guardian Termination: Guardian reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions, or repairs are made to Project during the term of this Agreement by others without prior agreement between Customer and Guardian. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Guardian may terminate this Agreement without liability.

Site Conditions & Change Orders: Guardian is not responsible for unknown site conditions that may affect the installation and/or performance of the systems installed in the Project. Customer accepts that unknown site conditions may result in a change in the scope and/or cost of the Project and Customer. After work is commenced, in the event that unknown site conditions are detected, which materially alter the scope of work necessary to perform the Project, Guardian will notify Customer of such unknown site condition(s) and will prepare a written Change Order, identifying the scope of additional work necessary to complete the Project. If an unknown site condition is identified, Guardian shall not be obligated to complete any further work on the Project, until Guardian and Customer sign the written change order, defining the scope of the additional work and materials necessary and identifying the additional charges and expenses necessitated to perform the Project. Guardian shall not be liable for any delay in performance under this Agreement resulting from unknown site conditions.

Building Code Compliance: Project work will be installed according to the applicable Codes and Regulations for the jurisdiction where the Project occurs. If during installation, as a result of an unknown site condition, Guardian identifies code violations, or equipment maintenance related issues during the Project, which must be performed to bring the Project into compliance with the applicable Codes and Regulations for the jurisdiction where the Project occurs, Guardian will notify Customer of such issues and will issue a written Change Order, under the process identified above, so that the Project can be completed in compliance with the applicable Codes and Regulations.

Hazardous Materials: If during the course of the Project, Guardian encounters any "Hazardous Materials" on the Customer's site, Guardian may cease all work on the Project until such time as Customer has remediated the Hazardous Material condition. Customer agrees to promptly remediate any Hazardous Material condition detected, to allow Guardian to complete its work on the Project. Customer, at its own cost, will be responsible to comply with all legal regulations regarding the removal and disposal of Hazardous Materials. "Hazardous Materials" means any substance commonly referred to, or defined in any law or regulation, as a hazardous material or substance, including but not limited to, chemicals, solvents, petroleum products, flammable materials, explosives, asbestos, urea formaldehyde, PCBs, chlorofluorocarbons, Freon, or radioactive materials. As defined in the scope of work in the Energy Efficiency Project Order Form, in compliance with applicable rules, bylaws, regulations and statutes, Guardian will recycle and/or dispose of any existing equipment to be removed from Customer's site as a result of the Project, including existing equipment that existing equipment contains "Hazardous Materials", to the extent such "Hazardous Materials" are identified in the Energy Efficiency Project Order Form.

Emergency Services Work: Any warranty related service calls are to be placed directly to Guardian. Upon receipt of any warranty related service call, at Customer's request, Guardian will inspect the property with Customer. If such inspection does not reveal any defects for which Guardian is liable under this Agreement, Guardian may assess Customer a service call fee.

Limitation of Liability: Under no circumstances shall Guardian be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Guardian shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Guardian's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Guardian's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Guardian under this Agreement. The aggregate liability shall not limit the liability of Guardian for any injury to, or death of a person, caused by its gross negligence.

Time of Presentment: Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

Non-Solicitation: Customer acknowledges that Guardian's employees are valuable assets to Guardian. During the term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires a Guardian employee who worked directly or indirectly with Customer, Customer agrees to 1) pay Guardian an amount equal to twelve (12) months' salary for such Guardian employee and 2) reimburse Guardian for all costs associated with any training and/or licensing provided and/or paid for by Guardian for such employee.

Miscellaneous and Severability: Titles are for informational purposes only. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable, that term shall be deemed stricken and the remaining portions shall remain in full force and effect.



WARRANTY

From the date of completion of the Project, Guardian provides a one (1) year labor warranty for workmanship in the installation performed by Guardian, running from the date of substantial completion of the Project. Material warranties are manufacture specific and will be transferred and assigned to Customer at the completion of the Project.

THE FOREGOING WORKMANSHIP WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARDIAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PROJECT, WHETHER ORAL OR WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE. GUARDIAN EXPRESSLY WAIVES ANY WARRANTIES OF MERCHANT LIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For work that involves the installation of computer components, software, or networking systems, Guardian shall install computer components, software, or networking systems according to Manufacturer's specifications. Manufacturers of such components, software or networking systems are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with such components. Furthermore, Customer acknowledges that access to software associated with such components; or networking systems may be subject to the terms and conditions of an End-User license Agreement and warranty terms applicable to such software set forth therein. Guardian shall transfer and assign to Customer all licensing agreements and warranties associated with any computer components; software or networking systems installed by Guardian in the scope of the Project.

GUARDIAN ASSUMES NO LIABILITY AND CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST GUARDIAN ARISING OUT OF THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE, OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT. CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT SHALL BE THROUGH ANY MANUFACTURER'S WARRANTIES.

Customer acknowledges that it has retained Guardian to install computer components, software, or networking systems and that such computer components, software, or networking systems have the potential of being portals or access points by which third parties could potentially access Customer's computer systems and/ or networks. Customer acknowledges and accepts that Guardian shall bear no responsibility and assumes no liability for any claims or damages that may occur as a result of third parties accessing Customer's property and systems through any computer components, software or networking systems installed by Guardian. Furthermore, Customer hereby releases Guardian from any liability for any data loss which may occur or component failures or other issues that may arise as a result of the computer component, software, or networking systems install occurring during attempted installation, testing, or any other time. Guardian is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after any computer services are performed.

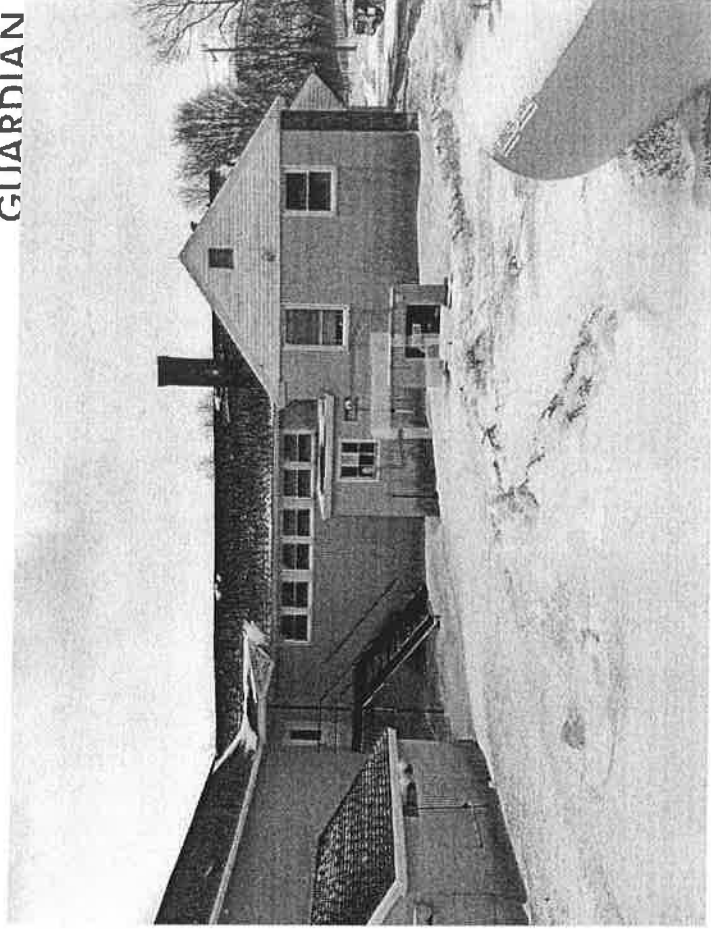
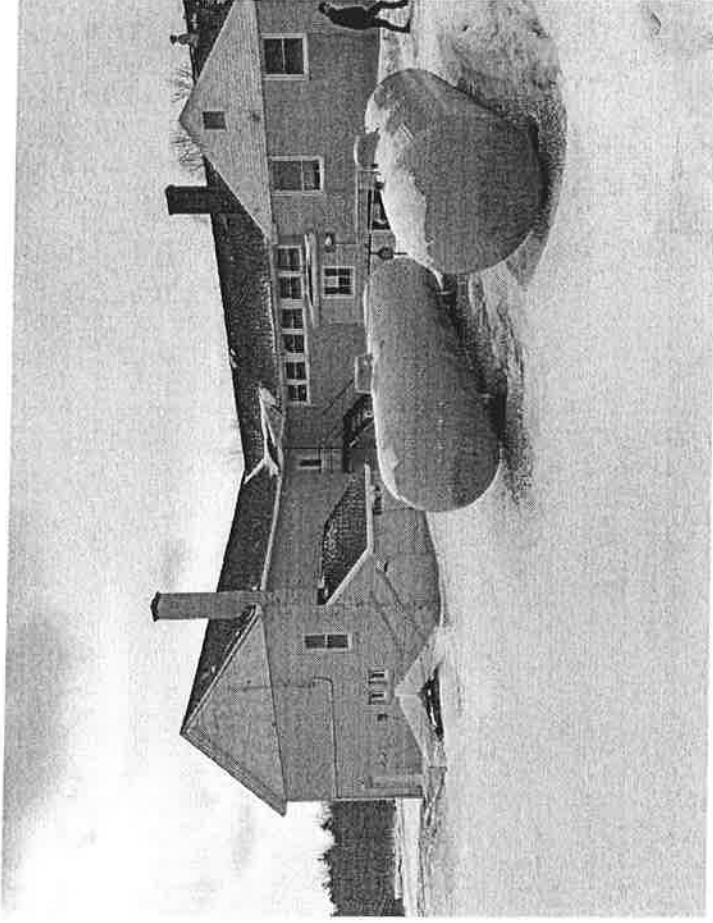
ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF GUARDIAN'S INSTALLATION OF SUCH COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS ARE HEREBY EXPRESSLY WAIVED.

CAN YOUR BUILDINGS OPTIMIZE THEMSELVES?



GUARDIAN
ENERGY MANAGEMENT SOLUTIONS™

03-25-2024



Location of Packaged Unit



March 28, 2024

Terry Walker
Town Administrator
Town of Peru
3 E Main Road
Peru, MA 01235

Dear Terry,

We are pleased to submit our proposal to the Town of Peru for the following.

**Building Envelope Improvements at the
Town Hall/ PD, DPW & Fire Station**

The proposed improvements will result in a total of \$ 1,439 in energy cost reduction

Additional Project Benefits

Improved Employee Morale	Less Absenteeism	Improved Comfort	Improved Indoor Air Quality
Reduced Complaints	Positive Public Relations	Greater Sustainability	Increased Productivity

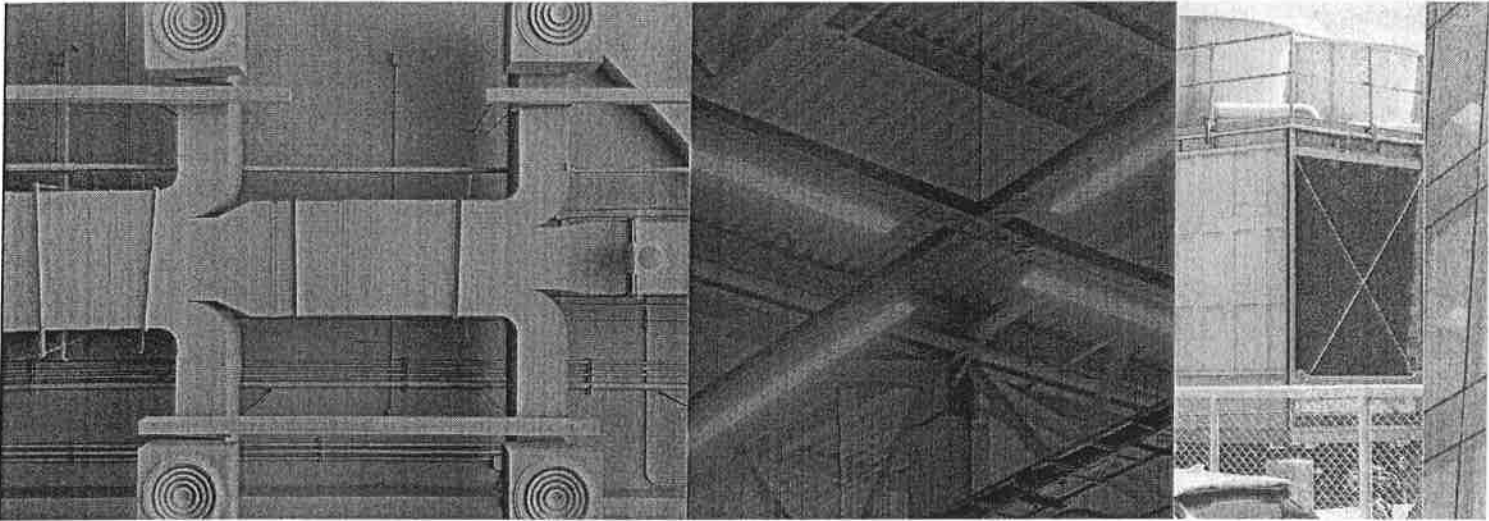
We look forward to working with you.

Thank you,

Patrick Mahoney
Key Account Manager
913-593-3305

*Utilizing 10% discount, finance, and reinvestment rates and 3% utility and non-utility inflation rates.

Town of Peru



Building Envelope Improvements

03/28/2024



PROJECT SUMMARY

Air leakage is defined as, “the uncontrolled migration of conditioned air through the building envelope”. Caused by pressure differences due to wind, chimney (or stack) effect and mechanical systems it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings.

Our site visit revealed failed weather stripping on the exterior doors and the garage doors bottom sweep. In addition, various areas in the attic of the Town Hall/ PD could benefit from the installation of Close Cell Spray Foam and intumescent paint. Intumescent paint is necessary to provide the proper firing rating. The table below shows the calculated savings, costs, and incentives. Unit savings were established using the utilities prescriptive measure tool.

FINANCIAL SUMMARY

Building	Estimated Annual Savings ¹			Installed Cost	Estimated Incentive ²	Net Cost
	kWh Saved	Therms Saved	Annual Savings			
TH, PD, DPW & FD	345	763.1	\$1,439	\$38,567	5,333	\$33,234

¹ Cost Savings are based upon \$ 0.30/ kWh and \$ 1.75/ Therm
² Incentives are prescriptive and subject to Utility approval

STATEMENT OF WORK

Based on the information provided, a visual observation and thermal imaging we propose the following Building Envelope Improvements:

Peru DPW Building

Location	Measure	Depth	R-Value	# / SF
Metal Doors	Door Kit + Sweep	N/A	N/A	2
Garage Doors	Sweep + Sides	N/A	N/A	3

Peru Fire Department

Location	Measure	Depth	R-Value	# / SF
Metal Doors	Door Kit + Sweep	N/A	N/A	2
Garage Doors	Sweep + Sides	N/A	N/A	4



Peru Town Hall/ PD

Location	Measure	Depth	R-Value	# / SF
Town Hall/PD/Server RM Attic Slopes	Spray Foam Closed Cell + Paint	7"	49	480
Town Hall/PD/Server Rm Pony Walls	Spray Foam Closed Cell + Paint	3"	21	40
Town Hall/PD/Server RM Exterior Gable	Spray Foam Closed Cell + Paint	3"	21	175
Exterior Doors	Door Kit & Sweeps	N/A	N/A	6

EXCLUSIONS & ASSUMPTIONS

- The proposed work areas are assumed to be asbestos, moisture, and mold-free prior to the project. If hazards are present or identified during construction Guardian will stop work and notify the customer prior to continuing. Abatement and/or remediation costs, if any, are excluded.
- Any issues or upgrades related to improper ventilation are the responsibility of the customer. In the event that issues are detected during the installation, work shall be halted until issues have been resolved. If requested, Guardian will provide a suitable change-order for requested work.

CUSTOMER REQUIREMENTS

- Customer will provide the most **current Prevailing Wage Rate** sheet to Guardian at the time the order is placed, with updated rates as required.
- Customer will provide Guardian with **ST-2 and ST-5C tax exemption documentation** at the time the order is placed.
- Customer will provide a point of contact and unimpeded access to the work site, as well as unobstructed access to all fixtures on the scheduled day(s) of installation. Customer delays related to the installation of the project may result in additional costs being addressed via a change order. A Guardian Project Manager will discuss scheduling and provide updates on an ongoing basis.
- Work to perform the project shall occur within typical working hours (6:00 a.m. - 6:00 p.m. Monday through Friday) in full-day continuous periods. Requests for labor to be performed outside of these hours should be made in advance so that Guardian may reprice the work accordingly or issue a change order.

HOW ELSE MAY WE SERVE YOU?



ENGINEERING

Energy Audits
Steam System Evaluations
Compressed Air Surveys



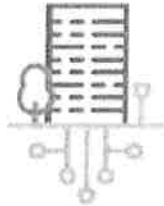
MECHANICAL

Boilers
Chillers
Air Handlers
Cooling Towers
Pumps



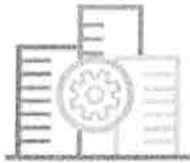
ELECTRICAL

Lighting Retrofits
Back-up Generators
EV Charging Stations
VFDs
Battery Storage



**CONTROLS
& ANALYTICS**

IOT Systems
BMS Installations
Retrocommissioning
Analytics Services



**BUILDING
MAINTENANCE
SERVICES**

Boiler Tune Ups
DX Equipment Coil Cleaning
Air Handling Units
Cooling Tower Fill Cleaning
Electrical Safety Inspections
Chiller Startups & Shutdowns



**PROFESSIONAL
SERVICES**

Demand Response
Energy Procurement
Project Funding Options

Articles for approval of the Amended Regional Agreement

To see if the Town of (name of member town) will vote to approve the Central Berkshire Regional School District Amended Regional Agreement as presented by the School Committee which will be on file at the (appropriate) Town Clerk's Office, Superintendent of Schools Office and the (appropriate town) Public Library.

To: Appropriate Select Board

From: Superintendent ...

CBRSD School Committee Chairperson

Date: March 15, 2024

Re: Warrant Article for Spring Town Meeting

In order to comply with the forty-five day notice for submission of warrant articles for your upcoming town meeting, we are sending you an article regarding the Central Berkshire Regional School District Regional Agreement.

As you may know, work to update this document has been in process for more than two years and many volunteers from all the member towns have generously given their time to complete this work. The updated agreement has been reviewed by the member towns and their counsel, approved by the Amendment Sub Committee, and approved by the Regional School Committee. It is now undergoing review by the Massachusetts Department of Elementary and Secondary Education (DESE). This review is well underway but not yet completed. In part, I write to assure you that you will have the DESE approved agreement well before the town meeting. We will forward it to you as soon as it is available.

Thank you for placing this article on the warrant for your Town Meeting

Annual town report FY23

Terry approached me on Monday March 25th and asked if I would be willing to do the annual Town report and I agreed.

I would be including all aspects of publishing the FY 23 annual town report :

- Gather and follow up on the departments' reports for submission.
- Change the reports format if needed.
- Import and organize reports into the publisher program.
- Edit as needed.
- Update and input appointed and elected positions.
- Update directory, edit as needed.
- Compose contents in directory.
- Set page numbers.
- Proofread for errors.
- Design front and back cover.
- After the draft copy is completed, distribute draft to the departments for review and final approval
- Make any needed changes.
- Print 150-200 copies of report.
- Print 150- 200 covers on glossy cover paper.
- Fold pages, cover page and staple together.

More copies can be printed as needed, this eliminates the extra cost and waste of unused copies.

- Distribute finalized annual town report to departments.
- Deliver copies to transfer station.
- Leave copies out at the town hall for residents and possibly the Peru library.

There are supplies left over from last year, I may have to purchase a little more, estimated cost of \$100.00- which can come out of the town clerk expense account.

I would like to start this project immediately and would like to have the annual town report done and ready for distribution at least 2 weeks before the annual town meeting date, pending all reports are submitted in time .

My compensation --- \$ 1,000.

This is significantly less than the cost of outsourcing the project.

Kim Leach, Town Clerk

4-1-2024

Mental Health in Massachusetts



1 in 5 U.S. adults experience mental illness each year.



1,155,000 adults in Massachusetts have a mental health condition.



That's more than **6X** the population of Worcester.

It is more important than ever to build a stronger mental health system that provides the care, support and services needed to help people build better lives.



National Alliance on Mental Illness



More than half of Americans report that **COVID-19** has had a **negative impact** on their mental health.

In February 2021, **42.2% of adults** in Massachusetts reported symptoms of **anxiety or depression**.

21.9% were unable to get needed counseling or therapy.



1 in 20 U.S. adults experience serious mental illness each year.

In Massachusetts, **260,000 adults** have a **serious mental illness**.



1 in 6 U.S. youth aged 6–17 experience a **mental health disorder** each year.

66,000 Bay Staters age 12–17 have depression.

Bay Staters struggle to get the help they need.



More than half of people with a mental health condition in the U.S. **did not receive any treatment** in the last year.

Of the **363,000 adults in Massachusetts who did not receive needed mental health care**, 30.1% did not because of cost.

3% of people in the state are uninsured.



Bay Staters are over 5x more likely to be forced out-of-network for mental health care than for primary health care — making it more difficult to find care and less affordable due to higher out-of-pocket costs.

273,105 people in Massachusetts live in a community that **does not have enough mental health professionals**.

Mental Health in Massachusetts

An inadequate mental health system affects individuals, families and communities.



High school students with depression are more than **2x more likely to drop out** than their peers.

57% of Bay Staters age 12–17 who have depression **did not receive any care** in the last year.



17,975 people in Massachusetts are homeless and **1 in 5 live with a serious mental illness.**

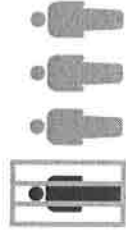


On average, 1 person in the U.S. dies by **suicide every 11 minutes.**

In Massachusetts, **740 lives were lost to suicide** and 268,000 adults had thoughts of suicide in the last year.

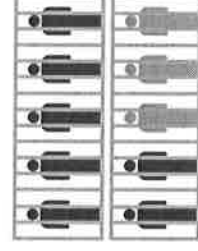
1 in 4 people with a serious mental illness has been arrested

by the police at some point in their lifetime –



leading to over **2 million jail bookings** of people with serious mental illness each year.

About **2 in 5 adults** in jail or prison have a history of mental illness.



7 in 10 youth in the juvenile justice system have a mental health condition.



National Alliance on Mental Illness

NAMI Massachusetts is part of NAMI, National Alliance on Mental Illness, the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness.

This fact sheet was compiled based on data available in February 2021. For full citations, visit: nami.org/mhpolicystats.